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SPS Technologies Waterford Company,
NSS Technologies, Inc., and
AVK Division of Avibank Mfg., Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

----- X
In re

GENERAL MOTORS CORP., *et al.*,

Chapter 11

Case No. 09-50026 (REG)

Debtors.

(Jointly Administered)

----- X

EXHIBIT B

TO

**LIMITED OBJECTION OF SPS TECHNOLOGIES, LLC, SPS TECHNOLOGIES
WATERFORD COMPANY, NSS TECHNOLOGIES, INC., AND AVK DIVISION OF
AVIBANK MFG., INC. TO THE DEBTORS' MOTION FOR SALE OF PROPERTY
UNDER 363(b)/DEBTORS MOTION PURSUANT TO 11 U.S.C. §§ 105, 363(b), (f), (k),
AND (m), AND 365 AND BANKRUPTCY RULES 2002, 6004, AND 6006 TO (I)
APPROVE (A) THE SALE PURSUANT TO THE MASTER SALE AND PURCHASE
AGREEMENT WITH VEHICLE ACQUISITION HOLDINGS LLC, FREE AND CLEAR
OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (B) THE
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES AND THE NOTICE OF FILING OF SCHEDULE OF CERTAIN
DESIGNATED SUPPLIER AGREEMENTS AND CURE COSTS RELATED THERETO**

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MEMORANDUM OF UNDERSTANDING

Set out below are the terms of an agreement made between General Motors Corporation ("GM"), and SPS Technologies, LLC and SPS Technologies Waterford Company (together "SPS"), and is made on the 1st day of April 2009, regarding the purchase and supply of the parts supplied by SPS to GM out of its Cleveland and Waterford plants for GM.

1. For North America, GM agrees to purchase and SPS agrees to supply, the quantities of good quality parts identified in the last column of Attachment A, which SPS will supply in accordance with the releases issued in the normal course by GM, over the period ending July 10, 2009 (the "Initial Supply Period"). During the Initial Supply Period, GM agrees that it will not exercise a termination for convenience on any of the parts and thus will not implement a termination pursuant to Paragraph 13 of the GM terms and conditions. The requirement to supply and purchase the quantities set forth in the last column of Attachment A, for each of the parts listed therein is a material term of the agreement between the parties.
2. GM shall purchase on an overall average, not by part number, but overall for all parts supplied and purchased, at least fifty percent (50%) of the total quantity of parts identified in the last column of Attachment A by May 29, 2009. This does not require GM to purchase 50% of the total quantities for each part, because it is anticipated that for some of the Parts GM will likely purchase more than 50% of the total quantity by May 29, 2009 but for others it may be less than 50%. Following the end of the Initial Supply Period (i.e., on or about July 15, 2009), in the event that GM has not purchased one hundred percent (100%) of the quantities in Attachment A for all parts, GM shall purchase and pay for one hundred percent of the remaining part quantities set forth in Attachment A.
3. In the event that, during the course of the Initial Supply Period, GM or SPS believes the quantity for any given part may exceed the total quantity for that part set forth in Attachment A, based on the releases being issued weekly by GM, the parties will work together to schedule the purchase of raw materials and/or tooling to enable SPS to supply and GM to purchase those additional quantities. In particular, if GM advises SPS that additional quantities are needed to support GM's production requirements, or SPS believes that additional quantities are needed to support GM's production requirements based on the releases it obtains weekly, SPS will attempt to provide GM with advance notice that such additional tooling and raw materials are necessary, will request approval of GM for same, providing sufficient information to allow GM to respond and GM will act promptly to approve same, but in any event will respond within five business days of receipt of such information.
4. Following the end of the Initial Supply Period (i.e., on or about July 15, 2009), SPS will provide GM with a list of GM parts for which SPS holds finished goods and work in process inventory (the "FG & WIP List"). Following the end of the Initial Supply Period (i.e., on or about July 15, 2009), SPS will also provide GM with a list of GM parts for which SPS holds raw material inventory (the "Raw Material List"). The prices for the parts will be those in effect on January 1, 2009 and as set forth in Attachment A. GM will first select the quantities of parts available to purchase from the FG & WIP List until a total purchase quantity of \$250,000 is selected. In the event that the total purchase quantity available on the WIP & FG list is less than

\$250,000, GM will then select additional quantities of parts available to purchase from the Raw Material List until the total of the combined quantities of parts selected from the FG & WIP List and the Raw Material List results in a total GM purchase value of \$250,000. Within 10 working days of GM's receipt of the FG & WIP List and the Raw Material List, GM will inform SPS via e-mail of the \$250,000 in parts that it has selected to purchase. Within 20 working days of SPS's receipt of GM's e-mail, SPS will make the parts available for GM pick up at its plants in Waterford, Michigan and Cleveland, Ohio and inform GM via e-mail that the parts are available for pick up. Within 5 working days of receiving SPS's e-mail that the parts are available for pick up, GM will pick up the parts and pay to SPS \$250,000 for those parts.

5. This is a full and final Agreement between SPS and GM on their commercial issues, and this Agreement hereby acts to amend the current standard supply agreements used by GM for North America. GM and SPS accept those agreements as amended. GM terms and conditions control except as amended herein, but it is expressly agreed that, to the extent there is a conflict between the terms and conditions of this Memorandum of Understanding, and GM terms and conditions, the term and conditions of this Memorandum of Understanding shall supersede and control. The parties may mutually agree to modify or amend this Agreement only by an express written instrument signed by counsel for the parties. This Agreement may not be modified or amended by the unilateral issuance of a purchase order or release.

6. The pricing for the parts is as set forth in Attachment A.

7. If GM or SPS commences a bankruptcy case under Title 11 of the United States Code, 11 U.S.C. § 101 et seq all rights or issues regarding the enforceability of the payment and credit terms contained in the respective contracts are reserved by both parties.

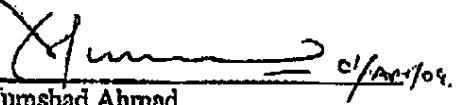
8. The parties have agreed to work on an exit plan for parts sent by SPS to European plants that have been produced by SPS. An arrangement for payment of invoices for such parts has been agreed to as follows while they work on that plan: For parts supplied to European plants, invoices for good quality parts received 7 days prior to the end of a payment cycle shall be paid in the same payment cycle but that does not mean every payment will be made 7 days after receipt; all other invoices will be paid in the next payment cycle after receipt of good quality parts. Payments occur twice per month (beginning and mid-month, and thus a payment cycle is approximately 15 days). Every month, twice a month, SPS shall notify and provide sufficient information to GM regarding parts not received in the plant in 42 days from delivery to the shipper by SPS and not scheduled to be paid in the payment cycle in which it would have been paid had it been received in 42 days. In such cases, GM commits to act as quickly as possible to expedite receipt of such parts. All necessary information will be exchanged between the parties in order to allow this process to work.

9. In consideration of the parties entering into this Agreement, with the exception of warranty claims which arise out of the SPS parts or any debits which are currently outstanding and scheduled to be taken by GM in the ordinary course, and with the exception of all amounts due and owing by GM to SPS relating to the supply of parts, SPS and GM fully and finally release each other from any and all claims which either made or could have made against each

other arising out of the supply of Parts and the pay under protest in 2008, through the date of this Agreement.

10. SPS may want to participate in the U.S. Government's Supplier Support Program (the "Supplier Program"). Should SPS desire to participate in the Supplier Program, it will inform GM via e-mail and GM will include SPS as eligible (subject to SPS meeting the eligibility criteria of production being done in the United States and being on MNS2 payment term) and take appropriate action to support SPS's participation in the Supplier Program.

Agreed & Accepted:


Mumshad Ahmad
Director – Structures & Closures
Global Purchasing & Supply Chain
General Motors


Dennis Shea 1/Apr/2009
Dennis Shea
Director, Legal & Environmental Affairs
SPS Technologies, LLC
SPS Technologies Waterford Company

ATTACHMENT A
GM Purchase Quantities & Price

Exhibit 5:31 GM Part No.	Lead Time (weeks)	Price per Piece (USD)	GM Purchase Quantities (For period between 13Mar to 10July 2009)
24226094	16	0.04830	14,475
11588715	8	0.04130	366,296
24239923	16	0.04270	3,833
11571050	12	0.07900	18,242
11569860	16	0.14990	2,805
24246172	12	0.10076	718,910
11589273	16	0.13750	396,886
11589307	8	0.05200	469
9426931	12	1.09740	1,272
11561601	16	0.13650	5,100
of 5 of 11609606	16	0.17700	10,395
11609903	12	0.20000	45,263
11517975	16	0.09480	4,165
3525915	8	0.02750	9,629
11609598	16	0.20397	122,288
11571068	12	0.12500	7,903
Filed 12554553	8	0.02850	
11571226	8	0.10730	92,183
11519171	8	0.08500	3,868
12557840	12	0.62680	199,522
10105879	8	0.02830	46,905
Doc 11589281	16	0.23631	52,075
11609609	16	0.24475	15,300
11570511	12	0.65600	53,514
11588714	12	0.03500	272,037
11517379	8	0.11900	88,740
24242043	16	0.07350	43,350
10066008	8	0.07830	41,568
11589275	12	0.15800	3,188
11588729	12	0.06580	47,168
11588991	8	0.03300	1,541,559

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GM Purchase Quantities & Price

Exhibit				GM Purchase Quantities (For period between 13Mar to 10July 2009)
GM Part No.	Lead Time (weeks)	Price per Piece (USD)		
3155	11588844	8	0.20000	717,257
13:55	11588718	12	0.04100	35,523
	12555770	8	0.04590	13,050
	11610070	16	0.26000	17,425
	11609419	16	0.08920	1,647,462
	15590788	12	0.07970	188
	22531637	8	0.02940	699,660
	12567157	12	0.28390	3,068
	11609433	12	0.04000	3,353
	11570087	8	0.07500	22,754
12	115887691	8	0.22900	1,426,609
of	11588741	8	0.08700	881,595
6	11588719	16	0.04800	136,144
	11588742	8	0.10000	559,903
	11588713	12	0.03300	474,593
	10271003	8	0.19000	
	11518861	8	0.09900	3,696,402
	11588737	8	0.07300	52,815
	11571239	8	0.16400	724,078
	11609990	16	0.25000	78,540
	1647557	12	0.06130	21,420
	11516398	12	0.04090	2,480
	11588743	8	0.10500	250,328
	15675351	12	0.24020	1,275
	92139075	8	0.20490	24,480
	11515762	12	0.06200	480,926
	11589284	12	0.27722	119,167
	11588740	8	0.08500	338,791
	11570235	8	0.29760	13,600
	11519056	8	0.05100	25,068
	12554848	8	0.04890	26,489
	11588744	8	0.11300	503,445

ATTACHMENT A
GM Purchase Quantities & Price

Exhibit GM Part No.	Lead Time (weeks)	Price per Piece (USD)	GM Purchase Quantities (For period between 13Mar to 10July 2009)
31 11609608	16	0.21871	132,907
13:55 10070101	8	0.04000	20,825
11562087	16	0.12550	5,100
11570510	16	0.07300	205,360
3836903	8	0.04350	
3830945	8	0.04660	98,316
11588622	8	0.11810	
11518342	16	0.11000	29,580
11588749	8	0.13700	67,969
Entered 12 11517987	8	0.44350	349
12 24504965	8	0.12100	23,205
01 11515937	8	0.08960	10,710
7 12560341	16	0.41043	7,900
24575374	8	0.12900	278
11518856	12	0.04290	3,473,375
11589285	12	0.29209	3,138
11519788	16	0.08660	4,080
Filed 11589280	12	0.22387	162,011
12568079	8	0.35000	80,401
92067604	8	0.34490	8,500
11588748	8	0.13500	150,465
11519082	8	0.33790	
11609709	8	0.34000	129,160
10182334	12	0.07000	53,040
11515783	12	0.17000	11,730
11900244	12	0.04830	267,596
11609933	12	0.59247	130,589
11570143	8	0.04630	1,335
11588747	8	0.13200	341,093
11609264	12	0.10980	18,457
11609632	16	0.19527	86,870
11569648	8	0.21250	1,048,124

ATTACHMENT A
GM Purchase Quantities & Price

Exhibit GM Part No.	Lead Time (weeks)	Price per Piece (USD)	GM Purchase Quantities (For period between 13Mar to 10July 2009)
31 11515771	12	0.10870	26,095
1647553	8	0.04100	194,419
11609471	8	0.12500	831,239
11588745	8	0.11900	246,301
11589282	12	0.25491	153,689
11519968	12	0.05620	2,720
10143220	12	0.29490	6,545
11569957	8	0.43000	102,816
11588456	8	0.21000	9,923
11588750	8	0.15200	205,420
Entered 12 11519020	16	0.11220	67,320
of 22134451	8	0.19000	5,051
11561021	12	0.08170	4,777
24505723	16	0.07360	
24577283	8	0.03360	11,093
11588385	12	0.14400	139,972
11562103	16	0.10300	99,281
Filed 11589274	16	0.14250	408,142
11609607	16	0.21640	103,298
11516356	12	0.13750	4,335
11589279	16	0.19692	619,322
11515151	8	0.06340	12,240
11589055	16	0.09720	13,139
3530355	8	0.07380	10,548
11609404	8	0.19000	70,872
11609741	8	0.25200	152,235
11561652	16	0.12800	221,595
11518707	12	0.20890	
11518445	12	0.04500	5,115,813
3544184	12	0.09540	5,100
14062360	8	0.03260	32,300
10166380	16	0.06190	935

ATTACHMENT A
GM Purchase Quantities & Price

Exhibit 31			GM Purchase Quantities (For period between 13Mar to 10July 2009)
GM Part No.	Lead Time (weeks)	Price per Piece (USD)	
10218358	8	0.04960	27,493
11518407	16	0.13630	41,645
12554211	16	0.05400	2,642,710
11589040	12	0.13000	1,108,873
11515759	12	0.06000	1,238,874
11609605	16	0.17964	223,805
12552947	8	0.08600	745,000
11519680	8	0.09300	2,091,216
11588739	8	0.08200	899,545
Entered 12	12	0.26615	137,730
24574534	12	0.08390	77,767
of 11609323	8	0.53000	8,687
11518138	12	0.05310	17,736
11609473	16	0.05060	6,545
11589278	16	0.19697	91,429
11518636	12	0.18260	12,821
11518870	12	0.09500	13,685
Filed 11516695	12	0.09360	47,175
11589234	8	0.28860	11,521
11517720	8	0.10730	51,255
1647218	12	0.04910	21,231
15659430	12	0.13940	78,838
11561111	16	0.11950	253,976
12553743	12	0.09960	37,859
11588753	8	0.17100	2,040
11561848	8	0.14200	170,468
11609610	12	0.25660	254,661
11516357	12	0.12940	286,450
90537426	8	0.04770	234,643
15609002	8	1.59950	529
11609396	8	0.20500	92,650
3522382	12	0.08010	1,080

ATTACHMENT A
GM Purchase Quantities & Price

Exhibit Q1 GM Part No.	Lead Time (weeks)	Price per Piece (USD)	GM Purchase Quantities (For period between 13Mar to 10July 2009)
55-24575061	8	0.04180	202,412
11588751	8	0.16900	41,608
11519177	12	0.10800	2,125
11518919	12	0.16780	1,969
11569938	16	0.23000	64,643
11588752	8	0.17500	9,984
3736406	8	0.11810	603,779
11518841	8	0.36760	7,064
11588755	8	0.19300	5,839
Entered 12/09/12	12	0.07120	
3535762	12	0.20000	17,553
11588756	8	0.06670	3,678
11519305	8	0.05570	488,577
11519840	8	0.18700	67,533
11588754	8	0.24110	18,020
11518610	8	0.07800	127,628
11519977	8	0.022880	3,981
11588559	8	0.06540	31,790
11519089	8	0.12170	48,957
11519178	12	0.16740	21,420
15985862	12	0.10890	3,885
11518161	8	0.06080	775,375
11519970	12	0.44170	
11588365	8	0.04100	37,856
3522376	12	0.49860	8,687
11588645	16	0.11300	8,690
8680893	12		
10224557	8	0.17680	45,497
12585420	8	0.06400	38
11518631	8	0.16490	55,622
12577498	8	0.05640	
15082799	16	0.14970	10,511
14078823	12	0.04350	33,660

ATTACHMENT A
GM Purchase Quantities & Price

Exhibit Q1 GM Part No.	Lead Time (weeks)	Price per Piece (USD)	GM Purchase Quantities (For period between 13Mar to 10July 2009)
5512552398	12	0.09460	8,090
12557010	12	0.08000	17,208
15094413	8	0.22570	11,154
11519965	12	0.04990	122,847
11519978	12	0.07450	3,555
3533484	12	0.08020	44,413
11516424	12	0.04690	41,990
24505098	12	0.05780	44,880
Entered 12	12	0.05800	11,646
11505560	12	0.04580	152,903
11519306	16	0.11880	6,707
df 15071457	16	0.33630	8,842
12566587	8	0.14060	80,750
3522355	12	0.05180	187,680
11561484	8	0.41500	140,038
11519980	8	0.13270	43,435
Filed 11518944	8	0.05500	731,000
12552922	8	1.16000	13,388
3522360	12	0.20577	
11588708	8	0.56000	14,756
11588279	12	0.19130	1,025,282
11588389	8	0.16760	7,183
11570842	8	0.09500	66,300
21996247	12	0.19460	15,300
22535491	8	0.17400	122,868
11588356	8	0.16530	50,866
11570662	8	0.09350	6,000,000
11518864	12	0.37470	2,724
15680977	8	1.52750	685
11609319	12	0.11550	460,115
11588457	8	0.25880	73,956
12554554	12	0.16040	24,480

ATTACHMENT A**GM Purchase Quantities & Price**

Exhibit GM Part No.	Lead Time (weeks)	Price per Piece (USD)	GM Purchase Quantities (For period between 13Mar to 10July 2009)
31 15997178	12	0.38800	515
13:55 11588728	12	0.19920	69,505
11570120	8	0.38000	507
94010917	8	0.53200	601
11610394	16	0.33382	20,209
15609001	8	1.34190	1,675
11518527	8	0.19660	
11561311	8	2.25000	
12555610	8	0.41640	2,924
Entered 06/12 11588967	12	0.21880	180,027
11518776 of 12	8	0.28040	49,725
11569987	16	0.16383	
12/09 11562514	8	0.78500	
11588736	8	0.07300	358,851
11571002	8	0.13410	
11610447	12	1.21650	13,643
11571049	16	8.65000	
11610590	16	8.65000	40,000
15005373	8	0.96000	
11561797	8	0.17950	604,401
11519235	8	0.11770	27,482
11571052	12	0.18220	18,721